

NOTE: THIS SPECIFICATION AND ANY ACCOMPANYING SPECIFICATION OR BID CAN BE APPEALED.

YOUR APPEAL MUST BE SUBMITTED IN WRITING TO THE CITY PURCHASING DIRECTOR FOR ALL BIDS NO LATER THAN FIVE (5) WORKING DAYS PRIOR TO BID OPENING.

YOUR APPEAL MUST NOT ONLY IDENTIFY THE PROVISION, TERM OR CONDITION THAT IS CAUSING PROBLEMS, BUT ALSO YOUR PROPOSED ALTERNATE POSITION, TERM OR CONDITION AND BE SUPPORTED BY TECHNICAL DATA, TEST RESULTS AND OTHER INFORMATION.

CONTACT THE APPROPRIATE PURCHASING AGENT OR THE PROCUREMENT SPECIALIST FOR APPEAL FILING INSTRUCTIONS.

APPEALS RECEIVED LATER THAN FIVE (5) WORKING DAYS PRIOR TO BID OPENING OR WITHOUT SUFFICIENT DETAILS **WILL NOT BE CONSIDERED.**

NOTICE
AN APPEAL FEE (CHECK OR MONEY ORDER) WHICH IS 1% OF THE
ESTIMATED DOLLAR AMOUNT OF THIS CONTRACT IS
REQUIRED WITH A BID SPECIFICATION APPEAL. THIS FEE IS A
PREREQUISITE FOR PURSUING THE APPEAL AND MUST ACCOMPANY THE APPEAL. THE
APPEAL FEE WILL BE RETURNED IF THE APPEAL IS UPHELD.

CAUTION: A BID THAT DOES NOT FULLY COMPLY WITH ALL OF THE PROVISIONS, TERMS, AND CONDITIONS OF THIS OR ANY ACCOMPANYING SPECIFICATION AND BID, MAY BE DETERMINED AS A COUNTEROFFER AND MAY RESULT IN THE BID BEING REJECTED FOR NON-RESPONSIVENESS.

- I. GENERAL: It is the intent of this specification to describe the minimum requirements for topsoil to be purchased by the City of Milwaukee.
- II. AWARD AUTHORITY:
 - A. The City Purchasing Director will be the sole judge of the quality and suitability of the equipment, materials and/or services in its determination of the successful bidder for all bids.
- III. TECHNICAL REQUIREMENTS:
 - A. Bids shall include all labor, material, equipment and facilities to provide the City with no less than the highest quality soils in texture, fertility, homogeneity, separate*, weed seed riddance and aeration as described herein.

Separate is a term used to categorize the size of soil particles as to their diameters through particles are not necessarily spherical.

 - 1. Quality shall be judged with respect to mineral content, organic matter content, soil solution and soil atmosphere.
 - 2. The Forestry Services Manager shall be the final judge as to quality standards compliance in areas not specified.
 - B. IDENTIFICATION: If possible, the identity of the soil series name and type should be furnished with each bid.

- C. ACCEPTABLE SOIL CLASSES: Based on mineral composition, the range of soil classes acceptable is as depicted in the shaded area of the attached diagram. Soil classes not within this range will be rejected.
- D. QUALITY: pH, organic matter content, soil solution soil atmosphere, separate.
1. All topsoil must have a pH within the range of 6.0 to 7.5
 2. Topsoil shall have a relatively high organic matter content, therein supplying nutrient elements to the soil and modifying soil texture; i.e., making the heavier soils more porous, adding body to lighter soils, facilitating drainage, improving aeration.
 - a. Organic matter shall be no less than 1.5% for sandy loam.
 - b. Organic matter shall be no less than 3.0% for loams to slit loams.
 3. Solid shall be well drained yet moisture-retentive, and the soluble soil chemicals (dissolved ammonium and nitrate compounds, phosphates, potash ions, iron salts, ions of trace elements, dissolved air and humic acids) of the soil solution must be present in sufficient quantities and readily available for plant root uptake. To insure fertility:
 - a. The level of phosphorus available for plant root uptake shall be no less than 50 lbs /acre-furrow-slice.
 - b. The level of potassium available for plant root uptake shall be no less than 250 lbs /acre-furrow-slice.
 - c. The electrical conductivity (soluble salt test) shall not exceed 0.001 mhos/cm.
 4. Subsoil (material of the "B" horizon) and/or parent rock (material of the "C" horizon) shall not be incorporated within that which is defined as topsoil.
- E. PRESENCE OF NUISANCE MATERIAL: Soils shall be free of weed seeds, extraneous materials and toxic substances (such as those accrued in poorly drained soils).
- F. INSPECTION: Soil shall be subject to inspection, both in the vendor's fields of stockpiles and upon delivery. Inspectors may select a portion of the pile or field and reject the remainder. At random, the City and/or vendor shall forward a sample to the State Soil Testing Lab in Madison for routine analysis. The results thereof shall be used to determine compliance in terms of quality soils.
- G. ACCEPTANCE: Cubic measurements shall be made on the basis of shredded soil, as delivered. Soils containing aggregate greater than one inch in size will not be accepted. Signing of delivery tickets of material by City personnel shall be construed as acknowledgement of the delivery and said material and not constitute acceptance of such material.
- H. DELIVERY: Deliveries shall be executed within 48 hours for the time of receiving written or telephone orders, and shall be confined to project work hours to eliminate overtime. No Saturday, Sunday or holiday deliveries will be required. A successful bidder shall be equipped to deliver a minimum of 150 cubic yards per day and up to 480 cubic yards per day maximum on rare occasions. Loading permitting, on site deliveries shall employ the use of single axle trucks so as to minimize construction damages.

- I. STOCKPILES: A Stockpile totaling not less than 3,000 cubic yards shall be on hand at time of bidding for each section of the City bid. These stockpiles may be examined by a City inspector prior to award. When new stockpiles of topsoil are established, the contractor shall notify the City so that the city and/or contractor can obtain a soil sample and subsequent soil analysis. During the term of the contract, the contractor shall maintain 200 cubic yards of topsoil on reserve for City requirements for each section of the City bid. All stockpiled topsoil shall be stored in a manner to allow accessibility after rainfalls.
- J. PHONE ORDERS: In order to be considered for award, the City must be able to contact the contractor or their responsible representatives during City office hours (8:00 a.m. to 4:45 p.m.) for the placement of phone orders.
- K. CONTRACT DEFAULT: In the event that material furnished does not meet City specifications or the contractor does not comply with some other provision of the contract, the contractor will be notified in writing and given one opportunity to comply. If the contractor fails to comply again, the contract may be declared in default. Under these circumstances, the City maintains the right to order the product from another source and to hold the current contractor liable for the difference between the "open market" and the bid price.